COLLECTIVE BARGAINING

AGREEMENT BETWEEN

THE TOWNSHIP OF GLOUCESTER

AND

COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1014 SUPERVISORY UNIT

JANUARY 1, 2017 THROUGH DECEMBER 31, 2019

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PREAMBLE

This Agreement entered into effective 1st day of January, 2017, by and between the Township of Gloucester, in the County of Camden, State of New Jersey, hereinafter referred to as the Employer, and Communications Workers of America, Local 1014 Supervisory Unit hereinafter referred to as CWA Local 1014 or the Union, has as its purpose the promotion of harmonious relations between the Township and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, the establishment of rates of pay, hours of work, and other conditions of employment, and represents the complete and final understanding of the rules and regulations of the Township of Gloucester.

ARTICLE 1. LEGAL REFERENCE

A) Nothing contained in this Agreement shall alter the authority conferred it by Law, Ordinance, Resolution, or Administrative Code, and the Township's Departmental Rules and Regulations upon any Township Official or in any way abridge or reduce such authority.

B) This Agreement shall be construed as requiring both the Employer and the Employee to follow the terms contained herein, to the extent that they are applicable in the exercise of the responsibilities conferred upon them by Law. Nothing contained herein shall be construed to deny or restrict to any employee such rights as they may have under any other applicable Laws or Regulations. The rights granted to the Employees hereunder shall be deemed to be in addition to those provided elsewhere.

C) If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to Law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by Law, however, all other provisions or applications shall continue in full force and effect. The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of State and Local Law, except as such particular provisions of this contract modify existing Local Laws.

ARTICLE 2. RECOGNITION

A) The Township of Gloucester hereby recognizes CWA Local 1014 Supervisory Unit as the sole and exclusive representative of the Employees of Gloucester Township for the purpose of collective negotiations with respect to terms and conditions of employment for employees in the titles set forth in Appendix A and any new classifications as may be agreed upon.

ARTICLE 3. MANAGEMENT RIGHTS

A) The Township of Gloucester hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of the Agreement by the Laws and Constitutions of the State of New Jersey

and of the United States, including, but not without limiting the generality of the foregoing, the following rights:

1) The executive management administrative control of the Township Government and its properties and facilities and the activities of its employees by utilizing personnel, methods, and means of the most appropriate manner possible as may from time to time be determined by the Township.

2) To make rules of procedure and conduct subject to the provisions of N.J.S.A.34:13A-5.3, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3) The right of management to make, maintain, and name such reasonable rules and regulations subject to N.J.S.A.34:13A-5.3, as it may from time to time deem best for the purposes of maintaining order, safety, and/or the effective operation of the Department, after advance notice to the employees and to require compliance by the employees is recognized.

4) To hire all employees and subject to the provision of Law, to determine their qualifications and conditions of continued employment or assignment, and to promote and transfer employees.

5) To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good and just cause according to Law.

6) To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient or non-productive.

7) The Township reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Departments subject to the requirements of Law.

8) In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

9) Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under Title 40A, or any other national, state, county or local laws or regulations.

ARTICLE 4. RULES AND REGULATIONS

A) The Township shall and may establish and enforce binding rules and regulations in connection with the operation of the Township and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this Agreement and have been negotiated in accordance with N.J.S.A.34:13A-5.3. Copies shall be furnished to

the Union. It is understood that application of this Agreement shall not in any way hamper enforcement of the Departmental Rules and Regulations.

B) It is understood that all employees shall comply with all rules and regulations of the Department and orders or directives issued by the Director of their Department or his designee, from time to time.

C) If any employee believes a rule, regulation, or instruction is unreasonable or unjust, the employee shall comply with the rule, regulation, or instruction, but with the further provision that such employee may regard the rules, regulation, or instruction as a grievance which shall be handled in accordance with the grievance procedures set forth in this Agreement.

ARTICLE 5. BAN OF STRIKES

A) It is recognized that the need for continued and uninterrupted operation of the Township of Gloucester is of paramount importance to the citizens of the community; therefore, there shall be no interference with such operations.

B) Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, the parties hereto agree that there shall not be, and that the Union officers, members, agents, or principals will not engage in, encourage, sanction, or suggest strikes, slowdowns, mass resignation, mass absenteeism, or other suspension of, or interference with, normal work performance.

ARTICLE 6. GRIEVANCE PROCEDURE

A) A grievance or dispute that might arise between the parties with reference to the application, meaning or interpretation of this agreement shall be settled in the following manner:

Step 1. – The aggrieved employee or union steward, at the request of the employee, shall take up the grievance or dispute with the employee's Director within ten (10) working days of its occurrence. Failure to act within the ten (10) day period shall be deemed to constitute an abandonment of the grievance. Upon proper presentation of grievance, the Director shall then attempt to adjust the matter and shall respond to the employee or steward within three (3) working days.

Step 2. – If the grievance has not been settled, it shall be presented, in writing, by the union steward (or union grievance committee or employee) to the Mayor within five (5) working days after the Director's response is due.

The Mayor shall meet with the union steward (or grievance committee and/or employee) within 5 working days and respond, in writing, within three (3) working days, after the Mayor and Union Steward meeting.

Step 3. – If the grievance still remains unsettled, the representative may within fifteen (15) working days after the reply of the Mayor is due, by written notice, proceed to arbitration. A request for arbitration shall be made no later than such fifteen (15) day

period and a failure to file within said time period shall constitute a bar to such arbitration unless the Township and the Union shall mutually agree upon a longer time period within which to submit such a demand.

B) With regard to subject matters that are grievable, the arbitration proceedings shall be conducted by an arbitrator selected according to the procedures of the Public Employees Relations Commission. The cost of arbitration shall be borne equally between both parties.

C) The Union will notify the Township, in writing, of the names of its employees who are designated by the union to represent employees under the grievance procedure. Employees so designated by the Union will be permitted to confer with other employees regarding matters of employee representation, during working hours without loss of pay.

D) Agents of the Union, who are not employees of the Township, will be permitted to visit with employees during working hours at their work stations for the purpose of discussing union representation matters, so long as such right is reasonably exercised and there is no undue interference with work progress. (Such representatives shall also be recognized by the Township as authorized spokesmen for the Union in the matters between the parties regarding employee representation matters.)

E) The Township and the Union agree in conjunction with the grievance procedure each will give reasonable consideration to a request of the other party for meetings to discuss grievances pending at any step of the grievance procedure.

ARTICLE 7. EMPLOYEE RIGHTS

A) Pursuant to Chapter 303, Public Laws 1968, the Township of Gloucester hereby agrees that every employee shall have the right to freely organize, join, and support the Union and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of Law of the State of New Jersey, the Township undertakes and agrees that it shall not directly nor indirectly discourage, deprive, nor coerce any employee in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 or other Laws of New Jersey or the constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours of work, wages, or any terms and conditions of employment by reason of his membership in the Union and its affiliates, collective negotiations with the Township or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms and conditions of employment.

B) Representatives of the Union shall be permitted time off to attend negotiating sessions, provided the efficiency of the Department is not affected thereby.

C) Each employee shall be made aware of material to be placed into his or her file, and shall have access to his or her complete personnel file upon reasonable notice to the Business Administrator during regular business hours. All information in the file shall be made available, except for reference checks and other information given in the process of hiring which is confidential in nature.

D) The Township agrees to notify the employee if any material derogatory to the employee is placed in his personnel file.

E) The Township shall maintain a separate file on each employee containing such records as medical, psychological and psychiatric examinations, pre-employment inquiries and background investigations.

ARTICLE 8. BILL OF RIGHTS

A) To ensure that individual employee rights are not violated, the following shall represent the employee's Bill of Rights.

1) An employee shall have the right to union representation at each and every step of the grievance procedure as set forth in this Agreement.

2) An employee shall not be required to submit to a questioning by the employer and/or representatives of said employer without union representation present at such questioning.

3) No recording devices, of any type, shall be used at such questioning session.

4) In all disciplinary hearings and/or hearings designated for the appeal of a disciplinary action already taken, the employee shall be entitled to union representation by the Shop Steward or his designee and/or a union representative from the CWA Local 1014.

5) In all disciplinary hearings or hearings designed for the appeal of any disciplinary action the employee and/or his union representative(s) shall have the right to introduce evidence and witnesses on his behalf. Furthermore, the employee and/or his union representative(s) shall be granted the right to cross-examine any and all witnesses against him.

6) Recording devices may be used only if prior agreement by the union is reached. The union shall be given a duplicate of any and all recordings made. Cost for such shall be shared equally between the union and the employer.

7) No employee shall be intimidated, coerced, or suffer any reprisal by the employer for having exercised his rights under this Agreement.

8) The Township and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, gender, national origin, or political affiliation.

9) The Township and the Union agree that all members covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Township or the Union against any member because of the member's membership or non-membership or activity or non-activity in the Union.

10) The Township may establish reasonable and necessary rules of work and conduct for employees subject to the provisions of N.J.S.A.34:13A-5.3.

11) This Agreement shall be equitably applied to all employees covered by this Agreement.

ARTICLE 9. CHECK OFF & AGENCY SHOP

A) The Employer agrees to deduct monthly, CWA Local 1014's monthly membership dues from the pay of those employees who individually request, in writing, that such deductions be made. The amounts to be deducted shall be certified to the Business Administrator of the Township of Gloucester by the Financial Secretary of CWA Local 1014, together with a list of names of all employees for whom deductions are made. The aggregate deductions of all employees shall be remitted to the Financial Secretary of CWA Local 1014 with a list of names of all employees for whom the deductions were made by the tenth (10) day of the succeeding month after such deductions are made. The revocation of this authorization shall be in writing, in duplicate, one to be sent to the Union and one copy to the Business Administrator of the Township, and further, in accordance with the provisions of applicable statutes as presently exist or as may be amended.

B) The Employer agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative.

C) The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the union of the amount of the fair share assessment. A copy of the written notice of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

D) The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees, and assessments of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event, shall the fee exceed eighty five percent (85%) of the regular membership dues, fees, and assessments.

E) The sum representing the fair share fee shall not reflect the cost of financial support of political causes or candidates, except to the extent that it is necessary for the union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective negotiations with the employer.

F) The Union shall establish and maintain a procedure whereby any individual paying the agency fee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the Employer or require the employer to take any action other then hold the fee in escrow pending resolution of the appeal.

G) The Union shall indemnify, defend, and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the Employer, or in reliance

upon the official notification on the letterhead of CWA Local 1014 and signed by the President of CWA Local 1014, advising of such changed deduction.

ARTICLE 10. JOINT CWA LOCAL 1014 - MANAGEMENT COMMITTEE

A) A committee consisting of a Township representative and a CWA Local 1014 representative shall be established for the purpose of reviewing the administration of this Agreement and to resolve problems that may arise. Said committee will meet when necessary and required. These meetings are not intended to bypass the grievance procedure or to be considered contract negotiating meetings. The purpose and intent of such meetings is to foster good employment relations through communications between the Township and the Union on such matters as:

1) Discussing questions arising over the interpretation and application of this agreement.
2) Disseminating general information of interest to the parties.
3) Giving Union representatives the opportunity to express their views or to make suggestions on subjects of interest to employees of the bargaining unit.
4) To notify the employees in the bargaining unit of changes in non-bargainable conditions of employment contemplated by management.
5) The promotion of education and training.
6) The elimination of waste and the conservation of materials and supplies.
7) The improvement of working conditions, the safeguarding of health and prevention of hazards to life and property and the strengthening of the morale of the employees.

ARTICLE 11. WORK SCHEDULES

A) The regularly scheduled work week shall consist of four (4) consecutive days, Monday through Thursday inclusive, 7:00 A. M. through 5:30 P. M. (40 hours per week) or Tuesday through Friday inclusive, 7:00 A. M. Through 5:30 P. M. (40 hours per week), except for the Recreation Supervisor, Construction Official, Assistant Municipal Tax Collector, Deputy Municipal Court Administrator, Assistant Municipal Clerk and Payroll Supervisor whose regularly scheduled work week shall consist of four (4) days, in the days Monday through Friday, 8:00 A. M. Through 5:45 P. M. (35 hours per week). Included in each work day is a one-half (1/2) hour lunch period and a one-quarter (1/4) hour permissible break in the AM and PM.

B) For Public Works Supervisors and Public Works Assistant Supervisors: Included in each work day is a one-half (1/2) hour lunch period and a one-quarter (1/4) hour permissible break in the AM and PM.

C) For Recreation Supervisor, Construction Official, Assistant Municipal Tax Collector, Deputy Municipal Court Administrator, Assistant Municipal Clerk and Payroll Supervisor: Included in each work day is a one hour lunch period and a one-quarter (1/4) hour permissible break in the AM and PM.

D) Neither the regular starting time of work shifts, nor the work shift will change without 2 weeks prior notice to the affected employees and without first having discussed such need for the change with representatives of the Union. In the event that there is a need for the Township to revert to a five (5) day work week then the regularly scheduled work week shall consist of five (5) consecutive days Monday through Friday inclusive, 7:00 A. M. through 3:30 P. M. (40 hours per week).

1) For Public Works Supervisors and Public Works Assistant Supervisors five (5) consecutive days Monday through Friday inclusive, 7:00 A. M. through 3:30 P. M. (40 hours per week).

2) For Recreation Supervisor, Construction Official, Assistant Municipal Tax Collector, Deputy Municipal Court Administrator, Assistant Municipal Clerk, Payroll Supervisor: five (5) consecutive days Monday through Friday inclusive 8:30 A. M. through 4:30 P. M. (35 hours per week).

ARTICLE 12. OVERTIME

A) Overtime refers to any time worked beyond the regular hours of duty. All time worked including all time earned by the employee is considered hours worked for determining hours eligible for overtime pay.

B) Time and One Half (1½) the employee's regular rate of pay shall be paid for work under the following conditions:

1) For employees working forty (40) hours per week, if the regularly scheduled work week is four (4) consecutive days, all work performed in excess of ten (10) hours in any one day. If the regularly scheduled work week is five (5) consecutive days, all work performed in excess of eight (8) hours in any one day.

2) For employees working thirty-five (35) hours per week, if the regularly scheduled work week is four (4) consecutive days, all work performed in excess of eight and three quarter (8 ¾) hours in any one day. If the regularly scheduled work week is five (5) consecutive days, all work performed in excess of seven (7) hours in any one day.

3) For employees working forty (40) hours per week, all work performed in excess of forty (40) hours in any one week.

4) For employees working thirty-five (35) hours per week, all work performed in excess of thirty-five (35) hours in any one week.

5) All work performed on Saturday, provided the employee has satisfied the forty (40) or thirty-five (35) hour work week requirement. All time paid for is considered hours worked.

C) Double Time the employee's regular hourly rate of pay shall be paid for work under any of the following conditions:

1) All work performed on Sunday, provided the employee has satisfied the forty (40) or thirty-five (35) hour work week requirement. All time paid for is considered hours worked.

2) All work performed on a holiday in addition to the holiday pay.

D) If the regularly scheduled work week is four (4) consecutive days, then in no event will employees be paid less than double time for having worked consecutively in excess of fourteen (14) hours. If the regularly scheduled work week is five (5) consecutive days, then in no event will employees be paid less than double time for having worked consecutively in excess of twelve (12) hours.

E) Overtime work will be distributed as equally as possible among employees within the same classification.

F) All overtime shall be paid promptly in the next payroll check after the overtime is worked.

G) Overtime work shall be voluntary unless the Mayor declares a state of emergency. However, if insufficient manpower is not available on a Voluntary basis, the Director may order a Supervisor to work Overtime in a reverse seniority order.

ARTICLE 13. CALL IN TIME

A) Any employee who is called in for any emergency shall be paid not less than four (4) hours, and if the assigned work requires over four (4) hours, he shall be paid not less than eight (8) hours. If the employees call-in-time and his regular shift overlap, he shall be paid time and one half (1½) for that period worked prior to the regular shift. Thereafter, for the balance of his regular shift he shall be paid at the appropriate rate.

ARTICLE 14. WAGE SCHEDULE

A) Public Works Supervisors

1) Effective January 1, 2017, employees in the Public Works Department, as well as the Construction Official, shall receive an increase of $375/year, plus 2.0% on their base rate as of December 31, 2016.

2) Effective January 1, 2018, employees in the Public Works Department, as well as the Construction Official, shall receive an increase of 2% on their base rate as of December 31, 2017.

3) Effective January 1, 2019, employees in the Public Works Department, as well as the Construction Official, shall receive an increase of 2% on their base rate as of December 31, 2018.

B) Administrative Supervisors

1) Effective January 1, 2017 Administrative Supervisors shall receive an increase such that their annual rate is as reflected in Appendix A.

2) Effective January 1, 2018, Administrative Supervisors shall receive a 2% increase on their base rate.

3) Effective January 1, 2019, Administrative Supervisors shall receive a 2% increase on their base rate.

C) The pay rate increases shall be retroactive to January 1, 2017.

D) The appropriate list of classified titles covered herein shall appear as Appendix A of the Agreement.

E) The starting rate for new employees shall be in accordance with the rate of pay by title as appears in Appendix A.

ARTICLE 15. VACATION

A) Employees covered by this Agreement shall be entitled to the following annual vacation leave:

1) Up to one year of service, one eight-hour vacation for each month of service. (Maximum 96 hours.)

2) From one (1) year up to and including the third (3) year of service, 96 hours per year.

3) From the Fourth (4th) year up to and including the sixth (6th) year of service, 128 hours per year.

4) From the seventh (7th) year up to and including the ninth (9th) year of service, 184 hours per year.

5) From the tenth (10th) year up to and including the twelfth (12th) year of service, 224 hours per year.

6) From the thirteenth (13th) year of service through retirement, 240 hours per year.

B) Except as provided in the agreement between the Township and Local 1014, dated January 26, 2017, addressing vacation carryover, vacation leave not taken in a given year shall accumulate and be granted during the next succeeding year only. Any time not taken in the succeeding year, earned the previous year will be forfeited. If, however, an employee is denied the right to take vacation which will be lost, then the employee shall be paid the value of this vacation at the employee's current rate of pay.

C) Vacation time cannot be used for sick time without the express written consent of the employee.

D) It is understood that each employee shall have fully earned their vacation as of the first of the year, however, if the employees leaves the service of the Township, their earned vacation time unused will be prorated for the time period worked in that year, and paid to the employee in their last paycheck, provided they have given a proper notice of intention to resign or are laid off.

E) Employees covered under this Agreement, at the discretion of the Director, may sell back current year Vacation time in increments of 40 hours, not to exceed 80 hours, provided that notice is given by no later than October 1 preceding the upcoming budget year. Payment shall be made by the 2nd pay in May in the subsequent year.

ARTICLE 16. HOLIDAYS

A) The following thirteen (13) days shall be observed as normal Holidays during the years of this Agreement: New Year's Day, Martin Luther King's Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Eve, Christmas Day, two (2) floating holidays.

B) Holidays which fall on a Saturday shall be celebrated on the preceding work day. Holidays which fall on a Sunday shall be celebrated on the succeeding work day.

C) Whenever the President of the United States declares a National Holiday, in addition to those set forth above, any employee who is required to work on such day shall be granted an additional day off at a later date, mutually agreed upon by the Employee and the Department Head so as not to interfere with the daily operation of the Department.

D) In the event that the President of the United States or the Governor of New Jersey declares a State of Emergency, the Mayor will have the option of dismissing all non-essential employees covered by this agreement at no charge to the affected employees. Those employees required to remain at work will be paid only their regular day's pay for the duration of their regular workday.

E) In order to be entitled to the above paid holidays, employees must work the full regular work day before and after the holiday. In the event of sickness on the day before or the day after the holiday, the employee must obtain a doctor's certificate to be eligible for the holiday pay, provided they are in a full paid status (before and after the holiday).

ARTICLE 17. PERSONAL DAYS

A) All full time permanent employees shall be granted forty (40) personal hours each year, pro-rated for new employees. Four personal days (forty [40] hours) shall be allotted to each employee per year to be used at the discretion of the employee, upon approval of their Department Manager. Unused personal days cannot be carried over to another year.

B) Emergency personal days may be granted for an unforeseen occurrence which necessitates the presence of the employee and for which the individual had no prior knowledge and is unable to resolve the situation outside the workday.

C) Any unused personal time at the end of the calendar year shall be banked separately and can be utilized up to the total amount banked once all accumulative leave has been exhausted in the case of a catastrophic event as determined by the Mayor or designee.

ARTICLE 18. SICK LEAVE WITH PAY

A) Permanent employees in the local service shall be entitled to the following sick leave of absence with pay:

B) Fourteen (14) hours' sick leave with pay for each month of service from the date of hire up to and including December 31st next following such date of hire and one hundred and sixty-eight (168) hours sick leave with pay for each calendar year thereafter.

C) An employee shall earn and accumulate sick leave without limitation so long as the employee is on an active paid status. If an employee uses none or only a portion of such accumulated sick leave during a calendar year, the earned but unused accumulated leave shall carry forward from year to year. Upon separation from employment, an employee shall be required to repay the Township for any paid sick leave which was taken but not earned as of the date of separation.

D) Sick leave may be used by employees who are unable to work because of (1) personal illness or injury; (2) exposure to contagious disease; (3) care, for a reasonable period of time, of a seriously ill member of the employee's immediate family; (4) death in the employee's immediate family, for a reasonable period of time; and (5) sick leave may be used by an employee with a disability for absences related to the acquisition or use of an aid for the disability when the aid is necessary to function on the job, to the extent reasonable proof is presented. "Immediate family" means an employee's spouse, domestic partner, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relatives residing in the employee's household.

E) After one work week of sick leave, employees may be required to present evidence of illness or injury upon return to work. Without evidence of illness or injury, absences will be considered unexcused. After two consecutive work week's absence on sick leave for any single instance, a medical professional's verification, including current work status and return to work date, must be submitted in order for the absence, and any further absence for this single instance, to be excused. If an employee is attending to an immediate family member, including civil union partner, evidence of illness or injury for that individual is required. Prior to the return to work, the Township may require an employee to be examined by a medical professional designated by the Township to verify fitness to return to normal duties. An employee will be required to provide proper documentation upon return to work. An employee who has exhausted his/her full allotment of sick leave in any calendar year or who exhibits a pattern of sick leave use, such as the regular use of sick leave on a particular day of the week, shall have his/her sick leave record reviewed by the Township and, thereafter, with prior notice, may be required to furnish evidence of illness or injury in support of the additional use of sick leave during that calendar year. Without the required evidence of illness or injury, absences will be considered unexcused. An employee will be required to provide proper documentation upon return to work.

Any permanent full-time employee who has exhausted accumulated sick leave, by reason of illness, as proved to the satisfaction of the Township shall be continued on the

Township's Health Benefits Plan for a period not to exceed six (6) months, provided they continue to pay the employee portion of their premium share.

F) An employee who does not expect to report for work because of personal illness or for any of the reasons set forth in the definition for sick leave herein above set forth, shall notify his immediate superior by telephone or special messenger within one half hour (½) before the beginning time of the employee's shift.

G) Sick leave claimed by reason of quarantine or exposure to contagious disease may be approved on the certificate of the local health agency, and in case of death in the family, upon such reasonable proof as the appointing authority shall require.

H) The total years of service after appointment of each employee in the local civil service shall be considered in computing accumulated sick leave due and available.

I) Temporary Employees in the local service shall be entitled to the following sick leave of absence with pay:

J) Eight (8) hours of sick leave with pay for each month of service per annum, during such temporary full-time employment.

K) Employees on a seasonal basis are not eligible for paid sick leave.

L) Once each year, on or before January 15th, the employee shall be notified of the number of unused sick hours and vacation hours to the credit of the employee.

M) Annually a payment shall be disbursed in November each year for unused sick days during each calendar year as follows.

   1) Commencing with the fifth year of service, for each block of 5 unused days of the current years earned sick days the employee will receive one-half of 1% of his/her current salary.

   2) Before commencing the fifth year of service, employees will receive a flat $50.00 for each block of 5 unused sick days.

N) The Township shall continue to provide a Disability Plan equal to or better than the New Jersey State Disability Plan.

ARTICLE 19. RESIGNATION/RETIREMENT

A) If an employee gives two weeks' notice when he intends to resign, he shall be paid for any accrued vacation time, pro-rated for the current year.

B) If an employee resigns in good standing after ten years of service with the township, or retires, the employee shall be entitled to compensation for accrued unused sick leave hours as follows:

C) Cash payment shall be made for unused sick leave upon retirement, death, or separation due to a reduction of the overall work force for economic reasons, on the following basis:

1) $55.00 per eight-hour day for all unused sick time hours accumulated from hire date to December 31, 1988, and on the current hourly rate per eight-hour day from January 1, 1989, up to a maximum 1,000 hours.

2) Employees hired after the signing of this Agreement shall be entitled to a maximum payment of $15,000 upon retirement.

D) Employees who retire after 25 years of service with the Township will continue to receive Township benefits for medical, prescription, dental, and vision as provided in Article 27. Employees who retire at 62 years of age or older after a minimum of fifteen (15) years of service with the Township shall be eligible to receive retirement health benefits through the Township, until age 65, with a 30% premium contribution, and will be able to choose from medical plan options currently offered to active employees. The Township will permit any employee having more than ten (10) years of service with the Township but less than twenty-five (25) years of service with the Township to continue their Hospitalization Insurance for an indefinite period of time provided the employee pays 100% of the cost of such plan.

E) If an employee retires from the Township with 25 years of service, the Township agrees to provide up to a max of $800.00 prescription/eyeglass/dental plan up to the date of eligibility for Medicare.

F) If the employee does not give the proper two weeks' notice of his intention to resign or retire, the Township shall determine whether or not the employee shall be entitled to any compensation under this Article.

ARTICLE 20. WORKERS COMPENSATION

A) In the event an Employee becomes disabled by reason of a work-related injury or illness and is unable to perform his/her duties, then the Employee shall be entitled to full pay for a period up to one (1) year, provided all conditions of this Article are met.

B) The employee shall notify his or her Department Head of the work-related injury or illness immediately.

C) The employee shall be required to present evidence by a certificate of a duly authorized physician that he/she is unable to work, and the Township may reasonably require the employee to present additional certificates from time to time.

D) No charge shall be made to the employees sick or vacation leave accumulation.

E) An employee who is injured on the job and unable to return to work for a period less than seven (7) days shall not be charged with any sick or vacation leave benefit because of said injury or illness, however, a Doctor's Certificate will be required stating the nature of the injury or illness and the length of absence required for same.

ARTICLE 21. BEREAVEMENT LEAVE

A) In the event of death of a member of an employee's immediate family, the following leave of absence, with pay shall be granted.

1) Seven (7) days off with pay shall be granted in the event of death of an employee's Mother, Father, or Parental Guardian, Spouse, Children of the employee, Brother, Sister.
2) Five (5) days off with pay shall be granted in the event of death of an employee's Grandmother, Grandfather, Grandchild, Step Parents and Foster Children.
3) Three (3) days off with pay shall be granted in the event of death of an employee's Mother-in-Law, Father-in-Law, Brother-in-Law, and Sister-in-Law, spouse's grandmother, grandfather, grandchild, spouse's step-parents, aunts, and uncles.
4) One (1) day shall be granted for nieces, nephews, and cousins.

ARTICLE 22. UNION LEAVE

A) The Township agrees to allow the union representative a reasonable amount of time off from work to attend to union business, provided such time does not interfere with the anticipated work assignments.

B) The Township further agrees that all employees covered by this agreement shall be granted reasonable time off from work to attend group meetings of the union, such meetings shall not exceed one half (½) hour a month, when necessary. The Township agrees to allow the union representative time off from work to attend a monthly union shop stewards meeting. Time off shall be limited to the time needed for attendance and travel.

ARTICLE 23. MATERNITY/PATERNITY LEAVE

A) Request for maternity/paternity leave shall be made in writing, no later than the one month prior to effective date of leave.

B) Except for reasons of health or inability to perform her job, the pregnant employee shall be permitted to work, providing the attending physician approves and so advises in writing. A pregnant employee shall be granted earned and accumulated sick and vacation leave time during the time prior to and after the actual date of birth.

C) Employees requesting paternity leave shall be granted earned and accumulated sick and vacation leave time after the actual date of birth.

D) Additional time, without pay, may be granted for reasons of the employee's individual health, upon presentation of a Doctor's Certificate, setting forth the necessity therefore.

E) A request for pregnancy or maternity/paternity leave shall be made in writing at least one month prior to the effective date of the requested leave.

ARTICLE 24 MILITARY LEAVE

A) Military leave shall be granted in accordance with Civil Service rules and regulations and Township Policies and Procedures.

ARTICLE 25 JURY DUTY

A) Employees shall be given time off without loss of pay when performing Jury Duty.

ARTICLE 26. LEAVE OF ABSENCE - WITHOUT PAY

A) A permanent employee holding a position in the classified service who is temporarily incapacitated to perform his duties due to either physical or mental reasons may be granted a special leave of absence, without pay, for a period not to exceed six (6) months. Said special leave may be extended for another period, not to exceed six (6) months, with the approval of the Township.

B) Any permanent employee desiring such special leave of absence, without pay, shall submit his request, in writing, stating the reasons why, in his opinion, the request should be granted along with the anticipated date of his return to duty.

C) Employees shall be given time off without loss of pay when commanded to appear as a witness and not a party before a court, legislative committee or judicial or quasi-judicial body.

ARTICLE 27. HEALTH BENEFIT PACKAGE

A) For all employees, the Township will provide a Medical Insurance Plan, including health, dental, eyeglass and prescription coverage equal to the existing plan as modified by this agreement. In no event will this coverage be changed unless an equivalent or improved plan is obtained by the Township. Effective upon the signing of this Agreement, the Township shall make available a menu of medical benefits plans for employees to choose from. Effective upon the signing of this Agreement, the Township shall establish a "Base Plan" for all covered employees (see summary of base plan in Appendix B). The "PPO C" plan available to members prior to the signing of this agreement shall still be available to employees. Employees selecting the "PPO C" plan shall be required to pay a premium contribution equal to the premium contribution for the new "Base Plan" plus the difference between the premium for the "PPO C" plan and the new "Base Plan". The dental benefit in all plans shall be modified to include those benefits currently provided by the Delta Dental plans.

B) The Township agrees to provide for all active employees covered hereunder, and for those who retire with twenty five (25) years of service with the Township, and opt not to participate in the above-described program, a benefit up to $4,500.00, subject to the limits set forth in N.J.S.A. 40A:10-17.1, to be used as determined by the Township and permitted by I.R.S. in accordance with a "menu", procedures, exclusions, requirements, etc. as determined by the Township. All employees will receive a copy of the Plan Document which will include the "menu", procedures, exclusions, requirements, etc. It is acknowledged that the existence of the "opt-out" benefit and the amount is subject to the discretion of the Township pursuant to N.J.S.A. 40A:10-17.1. If an employee declines the package and then loses other coverage during the year, the employee may reenroll in the Township's plan.

C) Active employees shall contribute towards the health insurance premium pursuant to Chapter 78, P.L. 2011. These contributions shall be made on a pre-tax basis pursuant to an IRS Section 125, Salary Reduction Premium Only Plan, in accordance with the Township's regular payroll practices. No contribution shall be required if the employee declines health insurance coverage.

D)

E) The Township will no longer reimburse an employee on active pay status for the premium cost of the Medicare Plan when the employee or his/her spouse reaches age 65, except that employees currently reimbursed shall be grandfathered and continue to be eligible for the reimbursement.

F) Employees retiring from the Township with 25 years of service shall continue to receive health and prescription benefits in accordance with the provisions of Article 18. Employees eligible for these benefits, who had 20 years of service or more in the State Pension System as of June 28, 2011 and retire with 25 years of service in the State Pension System, shall contribute 1.5% of pension, meaning that their contribution shall be based on 1.5% of the monthly retirement allowance (inclusive of COLAs). Employees who had less than twenty (20) years of service in the State Pension System as of June 28, 2011, who retire with 25 years of service in the State Pension System and are eligible for these benefits, will contribute towards the health insurance premium based upon the contribution schedule set forth in Chapter 78, P.L. 2011, or 1.5% of pension, whichever is greater. Coverage shall remain in effect until the age of Medicare eligibility at which time the Township-provided coverage shall become secondary to Medicare. The retired employee and any eligible dependents must enroll in Medicare (Part A and B) in order to maintain Township-provided coverage after becoming Medicare eligible. The Township shall reimburse the retired employee the cost of Medicare B coverage for the retired employee and any eligible dependents.

G) All retirees and their eligible dependents may choose between medical, dental, or prescription plans which are currently available to active employee, meaning that any employee receiving health benefits in retirement will be required to be enrolled in the "then current plan" for active employees.

H) Retired employees eligible for health insurance will continue to be provided coverage for life. Upon the death of a retired employee, the eligible spouse shall continue to be provided coverage as the primary member of the applicable health insurance plan for both the spouse and any additional eligible dependents.

I) Except as provided by Article 19, employees must have 25 years of service with the Township to be eligible for the retirement benefit.

J) In the event of an employee's death while actively employed, the surviving spouse and dependents shall continue to receive the medical plan the employee was on while active for a period of five (5) years after the death of the employee. The surviving spouse/dependents will be required to pay the Annual Employee Cost for Coverage on the Plan and Benefit level selected.

K) The Township will permit any employee having more than ten (10) years of service with the Township but less than twenty-five years of service with the Township to continue their Hospitalization Insurance for an indefinite period of time provided the employee pay 100% of the cost of such plan.

L) The Township shall provide up to $500 to employees through a health spending account to offset the cost of qualifying medical expenses such as prescription medication, vision exams, prescription glasses and contact lenses, medical deductibles and co-pays, which shall continue into retirement. Employees are not eligible for this payment in retirement.

ARTICLE 28. MILEAGE

A) The Township agrees to provide transportation to and from training schools as incidental to the employee's position. For any schools at any area, the Township agrees to provide members covered under this agreement the daily round trip transportation in the form of a Township vehicle or payment for mileage at the rate of currently applicable IRS rate when such employee must use their own vehicle for same.

ARTICLE 29. EDUCATION

A) Educational courses will be paid for by the employer in the following manner:

1) Courses required by the employer will be paid for in full by the employer.

2) Courses made available to an employee covered under this agreement which may permit an employee to pursue special work or training directly related to his employment which will improve competence and capacity in service, but not required, will be paid by the employer at a rate of 100%.

3) Courses as described in #1 above which require overnight travel, including the cost of transportation to and from the course location, lodging and meals, will be paid for by the employer at a rate of 100%.

4) Courses as described in #2 above which require overnight travel will be paid for by the employer at a rate of 100%. The cost of travel, lodging and meals may be paid for on an individual basis as permitted by the Director of Public Works.

5) Courses which may be required as the result of County, State or Federal regulations to insure compliance with such regulations or to insure competence in service due to such regulations shall be paid for at a rate of 100% by the employer including the cost of travel, lodging and meals.

ARTICLE 30. SENIORITY

A) Seniority is defined as an employee's total length of service with the Township of Gloucester, beginning with his original date of hire.

B) An employee having broken service with the Township, (as distinguished from a leave of absence), shall not accrue seniority credit for the time when he was not employed by the Township.

C) If a question arises concerning two or more employees who were hired on the same date, the following shall apply:

D) Seniority preference among such employees shall be determined by the order in which employees are already shown on the Township's payroll records, first name, first preference, etc.

E) For employees hired on the same date subsequent to the date of this Agreement, preference shall be given in alphabetical order.

F) The Township shall maintain an accurate, up to date, seniority roster showing each employees date of hire, classification, and pay rate and shall furnish copies of same to the representative upon request.

G) Except where New Jersey Civil Service statutes require otherwise, in cases of promotions, demotions, layoffs, recalls, vacation schedules, and other situation where substantial employee advantages are concerned, the employee with the greatest amount of seniority shall be given preference, provided he has the ability to perform the work involved.

H) A list of vacant positions shall be maintained by the Township indicating the number of positions available. Such positions shall be posted on the Union Bulletin Boards and in the appropriate offices wherein the position is available. A minimum notice of Ten (10) working days before that position is permanently filled is required so that employees may have adequate time to apply. Provided the employee has the ability to perform the work involved, the position should be filled from within.

ARTICLE 31. PROMOTIONS

A) The Township agrees that promotions shall be made in accordance with Civil Service Rules and Regulations. It further agrees not to discriminate on promotions because of religion, race, creed, politics, gender or age.

B) An employee who is required to work in a higher paid classification than his own shall be approved for such work and compensation as paid the current incumbent after he has performed said work for the (3) consecutive weeks, spending at least 50% of his time on the higher paid job.

C) The Township agrees to honor all requests for desk audit. Such desk audits shall be in accordance with Civil Service Rules and Regulations.

D) When an employee is promoted (so as to assume additional duties and responsibilities, or in recognition of the performance of duties beyond those required by his old title) from one class of title to another having a higher salary, then his salary shall be adjusted to increase his base salary by the value of the increment at the 1st anniversary level of his current title, and the new title which he is being promoted to. In no event shall such employee's salary be less than that which he received in his prior title.

E) Employees undergoing on the job training will not be considered as performing work in a higher paid classification or being promoted. Such on the job training will not exceed

twelve (12) consecutive weeks. Any employee undergoing on the job training will be paid at the rate of pay of his own classification.

ARTICLE 32. LAY OFF OR DISCHARGE

A) If an employee is laid-off, he is to be paid in accordance with the following schedule:

1) One (1) to Five (5) years of service - One (1) weeks' severance pay.
2) Six (6) to Ten (10) years of service - Two (2) weeks' severance pay.
3) Eleven (11) to Fifteen (15) years of service - (Three (3) weeks' severance pay.
4) Sixteen (16) or more years of service - Four (4) weeks' severance pay.

B) If an employee is discharged for cause, the Township shall determine whether or not he shall be paid for any earned, accumulated vacation time depending upon the circumstances of his dismissal.

ARTICLE 33. SAFETY AND HEALTH

A) The Township shall, at all times, maintain safe and healthful working conditions and will provide employees with any wearing apparel, tools, or devices reasonably necessary in order to insure their safety and health.

B) In the case of an emergency affecting employees covered by this Agreement, as declared by the local Police Authorities, it shall be the Township's duty to notify all Department Heads, as soon as possible with respect to an appropriate course of action.

ARTICLE 34. CLOTHING ALLOWANCE

A) Supervisors and Assistant Supervisors working in Public Works covered under this Agreement shall receive township supplied clothing as follows: 5 shirts (summer) 5 shirts (winter), 10 trousers and 1 jacket. At the option of the employee the Township agrees to clean said uniforms and bear the cost of necessary repairs. Clothing will be annually purchased by the Township during the month of January. In addition, the township will reimburse Supervisors and Assistant Supervisors working in Public Works up to $200.00 per year for safety work shoes.

ARTICLE 35. TERMINATION

A) This Agreement shall be effective as of the 1st day of January 2017 and shall remain in full force and effect until the 31st day of December 2019. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred fifty (150) days prior to the anniversary date that it desires to modify the Agreement. In the event such notice is given, negotiations shall begin no later than one hundred twenty (120) days prior to the anniversary date. This Agreement shall remain in force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

B) In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than thirty (30) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.

C) Any changes, modifications, or amendments of any one part of this contract shall not cause a change, modification or amendment in any other part unless expressly so stated, and this Agreement shall continue in full force and effect. This writing contains the entire Agreement between the parties and shall not be changed, enlarged, diminished, or modified in any way without express written approval of both parties.

D) Upon proper notice as stated in this Article, the parties to this Agreement will enter into negotiations for the purpose of changing or modifying this Agreement. In the event that an impasse is reached during those negotiations, either party shall have the right to submit the dispute to mediation. The dispute shall be submitted to mediation pursuant to the rules and regulations of the Public Employees Relations Commission.

ARTICLE 36. LEGAL PROTECTION

A) Whenever an employee is a defendant in any action or legal proceedings arising out of, or incidental to the performance of his or her duties, the governing body of the Township shall provide said member with necessary means for defense of such action or proceedings. Legal defense shall not be provided for the employee in a disciplinary hearing instituted against the employee by the Township or in a criminal proceeding instituted as a result of a complaint on behalf of the municipality. If any such disciplinary or criminal proceeding instituted by, or on complaint of the Township, shall be dismissed or finally determined in favor of the employee, the employee shall be reimbursed for the expense of their expense.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals in the Township of Gloucester, New Jersey, on this 17 day of July, 2017.

FOR CWA LOCAL 1014	FOR MANAGEMENT
James McAlsey	
[signature]	[signature] 7/17/17
[signature]	[signature] 7/17/17
[signature]	
[signature]	
[signature]	
Date: 7/17/17	Date: 7.17.17

ATTEST:

Rosemary Ifosie.

Township Clerk

APPENDIX A – WAGE SCHEDULE

The following schedule shall apply to employees in the titles set forth below:

Supervisor, Public Works, Supervisor, Mechanic, Roads Supervisor, Maintenance Supervisor, Supervisor Recreation Maintenance, Assistant Supervisor Public Works, Construction Official, Recreation Supervisor, , Assistant Municipal Tax Collector, Deputy Municipal Court Administrator, Assistant Municipal Clerk, Payroll Supervisor.

Effective 1/1/2017- Hourly								
Public Works Supervisors and Construction Official - $375/yr. ($0.1803/hr.), plus 2%								
	First 6 Mo's	**After 6 Mo's**	**After 1 Yr**	**After 5 Yrs**	**After 7 Yrs**	**After 9 Yrs**	**After 11 Yrs**	**After 15 Yrs**
Supervisor Public Works	$35.24	$36.68	$37.99	$40.81	$41.19	$41.58	$41.95	$42.32
Supervisor Mechanic	$35.24	$36.68	$37.99	$40.81	$41.19	$41.58	$41.95	$42.32
Roads Supervisor	$35.24	$36.68	$37.99	$40.81	$41.19	$41.58	$41.95	$42.32
Supervisor Recreation Maintenance	$35.24	$36.68	$37.99	$40.81	$41.19	$41.58	$41.95	$42.32
Assistant Supervisor Public Works	$34.05	$35.44	$36.69	$39.41	$39.77	$40.15	$40.51	$40.87
Construction Official								$53.70

Effective 1/1/2018- Hourly								
Public Works Supervisors and Construction Official - 2%								
	First 6 Mo's	**After 6 Mo's**	**After 1 Yr**	**After 5 Yrs**	**After 7 Yrs**	**After 9 Yrs**	**After 11 Yrs**	**After 15 Yrs**
Supervisor Public Works	$35.95	$37.41	$38.74	$41.63	$42.01	$42.41	$42.79	$43.17
Supervisor Mechanic	$35.95	$37.41	$38.74	$41.63	$42.01	$42.41	$42.79	$43.17
Roads Supervisor	$35.95	$37.41	$38.74	$41.63	$42.01	$42.41	$42.79	$43.17
Supervisor Recreation Maintenance	$35.95	$37.41	$38.74	$41.63	$42.01	$42.41	$42.79	$43.17
Assistant Supervisor Public Works	$34.73	$36.14	$37.42	$40.20	$40.57	$40.95	$41.33	$41.69
Construction Official								$54.78

Effective 1/1/2019- Hourly								
Public Works Supervisors and Construction Official - 2%								
	First 6 Mo's	**After 6 Mo's**	**After 1 Yr**	**After 5 Yrs**	**After 7 Yrs**	**After 9 Yrs**	**After 11 Yrs**	**After 15 Yrs**
Supervisor Public Works	$36.67	$38.16	$39.52	$42.46	$42.85	$43.26	$43.65	$44.03
Supervisor Mechanic	$36.67	$38.16	$39.52	$42.46	$42.85	$43.26	$43.65	$44.03
Roads Supervisor	$36.67	$38.16	$39.52	$42.46	$42.85	$43.26	$43.65	$44.03
Supervisor Recreation Maintenance	$36.67	$38.16	$39.52	$42.46	$42.85	$43.26	$43.65	$44.03
Assistant Supervisor Public Works	$35.42	$36.87	$38.17	$41.01	$41.38	$41.77	$42.15	$42.52
Construction Official								$55.87

Effective 1/1/2017 - Hourly

Admin Supervisors -Adjustment of Scale								
	First 6 Mo's	After 6 Mo's	After 1 Yr	After 5 Yrs	After 7 Yrs	After 9 Yrs	After 11 Yrs	After 15 Yrs
Recreation Supervisor	$27.71	$28.65	$29.78	$32.01	$32.31	$32.60	$32.90	$33.20
Assistant Municipal Tax Collector	$27.71	$28.65	$29.78	$32.01	$32.31	$32.60	$32.90	$33.20
Deputy Municipal Court Administrator	$27.71	$28.65	$29.78	$32.01	$32.31	$32.60	$32.90	$33.20
Assistant Municipal Clerk	$27.71	$28.65	$29.78	$32.01	$32.31	$32.60	$32.90	$33.20
Payroll Supervisor	$27.71	$28.65	$29.78	$32.01	$32.31	$32.60	$32.90	$33.20

Effective 1/1/2018 - Hourly								
Admin Supervisors - 2%								
	First 6 Mo's	After 6 Mo's	After 1 Yr	After 5 Yrs	After 7 Yrs	After 9 Yrs	After 11 Yrs	After 15 Yrs
Recreation Supervisor	$28.27	$29.22	$30.38	$32.65	$32.95	$33.26	$33.56	$33.86
Assistant Municipal Tax Collector	$28.27	$29.22	$30.38	$32.65	$32.95	$33.26	$33.56	$33.86
Deputy Municipal Court Administrator	$28.27	$29.22	$30.38	$32.65	$32.95	$33.26	$33.56	$33.86
Assistant Municipal Clerk	$28.27	$29.22	$30.38	$32.65	$32.95	$33.26	$33.56	$33.86
Payroll Supervisor	$28.27	$29.22	$30.38	$32.65	$32.95	$33.26	$33.56	$33.86

Effective 1/1/2019 - Hourly								
Admin Supervisors - 2%								
	First 6 Mo's	After 6 Mo's	After 1 Yr	After 5 Yrs	After 7 Yrs	After 9 Yrs	After 11 Yrs	After 15 Yrs
Recreation Supervisor	$28.83	$29.81	$30.99	$33.30	$33.61	$33.92	$34.23	$34.54
Assistant Municipal Tax Collector	$28.83	$29.81	$30.99	$33.30	$33.61	$33.92	$34.23	$34.54
Deputy Municipal Court Administrator	$28.83	$29.81	$30.99	$33.30	$33.61	$33.92	$34.23	$34.54
Assistant Municipal Clerk	$28.83	$29.81	$30.99	$33.30	$33.61	$33.92	$34.23	$34.54
Payroll Supervisor	$28.83	$29.81	$30.99	$33.30	$33.61	$33.92	$34.23	$34.54

APPENDIX B – HEALTH BENEFIT PACKAGE

The Township shall implement an IRS Section 125 salary reduction premium only plan for tax purposes.

Effective with the signing of this Agreement, the following plan design modifications shall be made to the current Medical Insurance Plan:

1. Deductibles for both in-network $100/$200 and out-of-network services $200/$500. 70% co-insurance for out-of-network services and supplies
2. Co-insurance for in-network and services and supplies 100%/70%
3. Co-insurance and out-of-pocket maximum per calendar year $800/$1,600 for in-network and $3,000/$10,000 for out-of-network.
4. $20 co-pay for primary care doctor's visits and $30 co-pay for specialists visits in-network.
5. Limit of 48 visits per individual for chiropractic care in a calendar year with a $20 co-pay per visit.
6. No co-pay for hospital in-patient care
7. Emergency room co-pay for in-network hospitals at $100, waived, if admitted. Emergency room co-pay of $100 for out-of-network hospitals.
8. Infertility services to be limited to four complete cycles within a 15-year period.
9. Prescription drug co-pays for retail purchase (maximum of 30-day supply) $10 for Generic; $20 for Brand; $35 for Formulary; and to $50 for Lifestyle. Mail Order prescriptions (maximum of 90-day supply) shall be two times the retail co-pay.

2017 New Base Plan		
Benefits	**In-Network**	**Out-of-Network**
Deductible	$100/$200	$200 / $500
Co-insurance	100%	60%
Out-of-Pocket Maximum	$800 / $1,600	$3,000 / $10,000
Inpatient Hospital	100% after deductible	$500/Admission & 70% after deductible
Outpatient Surgery	100% after deductible	70% after deductible
Emergency Room	$100	$100
Ambulance	70% after deductible	70% after deductible
Urgent Care Center	$30	70% after deductible
Primary Care Physician Co-pay	$20	70% after deductible
Specialist Co-pay	$30	70% after deductible
Chiropractic Co-pay	$20	70% after deductible
Diagnostic Lab/X-ray	100% or $30	70% after deductible
Preventive	100%	70%
Maternity	$20 (1st visit)	70% after deductible
Mental Health/Substance Abuse	100% or $20	70% after deductible
Home Health Care	100%	70% after deductible
Durable Medical Equipment	70% after deductible	70% after deductible

APPENDIX C – FLEXIBLE PLAN MENU

TOWNSHIP OF GLOUCESTER (SUPERVISORY UNIT) HEALTH BENEFIT PACKAGE

Effective 1/1/17 the Township will provide an option to all employees covered under their Collective Bargaining Agreement for the years 2017 through 2019 to select either plan "A" which is the Township's Health Plan, the Dental Plan, Eyeglass Plan and Prescription Plan as currently exists and modified by this agreement.

Plan "B" will be a Flexible Benefits Plan, which will list a menu of benefits that an employee may choose. The employee will thereby be able to design their own Health Benefit/Other Benefits Package based on a limit of $4,500.00 per year of the individual price tag amounts on the menu. The items in Plan "A" will be included on the Plan "B" menu.

Plan "B" Menu will include non-taxable items and taxable items. On taxable items, the amount of benefit credit will be charged to the employee's gross earnings as other compensation and full taxes, State and Federal including FICA will be deducted.

If an employee selects a schedule of items that exceeds the $4,500.00 Benefit Credit provided in the Contract, a payroll deduction may be made for the excess, however, this will be limited to 10% of the total Benefit Credit, which on the 2017-2019 contract will be $450.00 if the item selected exceeds two menu items.

Once a menu is established for a calendar year there cannot be items added to, or items deleted from, the list. Annually Local 1014 representatives and the Mayor and Business Administrator will review the menu for revisions.

The menu, in the opinion of the Township, qualifies under Section 89 of the IRS Code effective 12/31/88; however, if any item is determined to be taxable by the IRS, we will have to reclassify the item from the non-taxable to taxable schedule.

FLEX PLAN FORM

TOWNSHIP OF GLOUCESTER
LOCAL 1014 (SUPERVISORY UNIT)
HEALTH BENEFIT PACKAGE OPTION SELECTION

TOWNSHIP OF GLOUCESTER
HEALTH INSURANCE WAIVER AND OPT-OUT PAYMENT ELECTION FORM
2017

EMPLOYEE HEALTH BENEFIT PACKAGE OPTION SELECTION

Full time employees who are eligible for Township health benefits and who waive coverage will receive an "opt out" payment of up to $4,500 from the Township. (This opt out payment is limited by law to the lesser of $4,500 or 25% of the annual savings to the Township cause by the employee's waiver of benefits.) Currently, the opt out payment is $4,500 for 2017.

The Township has a Cafeteria Benefit Plan in place which allows employees receiving an opt out payment to receive this money as taxable cash or deferred compensation basis, or to elect to put this money on a non-taxable basis, into certain benefits offered by the Township under its Cafeteria Plan. Note: Under no circumstances may any employee elect options below the total value of which exceeds $4,500.

I, _____, have reviewed the Flexible Health Benefits Plan provided to all employees of the Township of Gloucester. I understand all elements of the plan and have selected the item(s) to which I have allocated funds as my Health Benefits Package for 2017.

Please select from the Flex Menu below:

SELECTED ITEMS

Per IRS regulations, total benefits eligible for reimbursement in the health flexible spending elections below, funded by the Township, may not exceed $500.00.

A. NON-TAXABLE

1. Reimbursement of eligible FSA medical expenses $ _____
(Amount up to $500 per year)

2. Township of Gloucester Family Dental Plan $ 200.00 _____

3. Day Care Cost $ _____

4. Life Insurance Policy Provided by Township Approved Plan
Min. $ 100.00_____
Max. $ 1,000.00_____

B. TAXABLE ITEMS

1. Cash (in lieu of all other benefits) $4,500.00 _____

2. Deferred Compensation Plan Max. $4,500.00_____

3. Remaining in Cash (up to $4500 in total elections) Max. $4,500.00_____

TOTAL VALUE SELECTED **$**_____

I understand that the foregoing selection(s) is for the calendar year 2017 effective 1/1/17. If I have selected Taxable Item B., Option 1 (cash in lieu of all medical benefits), I certify that I have full medical benefits similar to the State of New Jersey Health Benefit Plan supplied by an employer of my spouse whose coverage extends to me. I have shown evidence of this coverage.

Signature_____

Date_____